Supreme Court, U.S.
FILED
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No. 91-159

In The

Supreme Court of the United States

October Term, 1991

IN RE ALAN J. and MARY FRANCES ANTWEIL,
husband and wife,
HOBBS PIPE & SUPPLY, a general partnership,
and MORRIS R. ANTWEIL,

Debtors.

WILLIAM BARNHILL,

Petitioner,

v.

ELLIOT JOHNSON, Trustee,

Respondent.

On Writ Of Certiorari To The United States Court Of Appeals For The Tenth Circuit

JOINT APPENDIX

WILLIAM J. ARLAND, III
EMILY A. FRANKE*
BUTT, THORNTON & BAEHR, P.C.
Post Office Box 3170
Albuquerque, New Mexico
87190
(505) 884-0777
Attorneys for Petitioner

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HINKLE, COX, EATON,
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P.O. Box 10
Roswell, NM 88202-0010
(505) 622-6510
Attorneys for Respondent

* Counsel of Record

Petition For Certiorari Filed July 26, 1991
Certiorari Granted October 7, 1991

COCKLE LAW BRIEF PRINTING CO., (800) 225-6964
OR CALL COLLECT (402) 342-2831

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RELEVANT DOCKET ENTRIES

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEW MEXICO

In re: ALAN J. and MARY FRANCES ANTWEIL, Debtors.
No. 11-86-00254 MA

2/18/86	Voluntary Petitions for Relief under Chapter 11 of the Bankruptcy Code by Alan J. and Mary Francis Antweil, Hobbs Pipe and Supply, and Morris R. Antweil
5/15/86	Appointment of Chapter 11 Trustee, Elliott Johnson
6/03/86	Acceptance of Appointment as Trustee by Elliott Johnson
5/16/88	Order Confirming Plan of Reorganization

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEW MEXICO

Elliott Johnson, Trustee, Plaintiff
vs. William Barnhill, et al., Defendants.
Adversary Proceeding No. 88-0136M

5/12/88	Complaint to Recover Preferential Transfers
6/17/88	Motion by William Barnhill to Dismiss Complaint
10/06/88	First Amended Complaint to Recover Preferential Transfers
10/11/88	Motion by Elliott Johnson for Leave to File Second Amended Complaint to Recover Preferential Transfers

10/11/88	Second Amended Complaint to Recover Preferential Transfers
10/13/88	William Barnhill's Objection to Motion for Leave to File Second Amended Complaint to Recover Preferential Transfers
10/13/88	Motion by William Barnhill to Dismiss First Amended Complaint to Recover Preferential Transfers
3/01/89	Order Denying Plaintiff's Motion to File a Second Amended Complaint
3/01/89	Order Dismissing Defendant Barnhill
3/10/89	Notice of Appeal filed by Elliott Johnson appealing Orders of dismissal and denying plaintiff's Motion to file a Second Amended Complaint entered on 3/1/89

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEW MEXICO

Elliott Johnson, Trustee, Plaintiff/Appellant,
vs. William Barnhill, Defendant/Appellee.
CIV No. 89-0316-JP

3/10/89	Notice of Bankruptcy Appeal by Plaintiff and Trustee
4/28/89	Appellant's Brief in Chief
5/12/89	Appellee's Answer Brief
5/26/89	Appellant's Reply brief
2/27/90	Memorandum Opinion and Order that: 1. Order dismissing defendant Barnhill is affirmed; and 2. Order denying plaintiff's Motion to file a Second Amended Complaint is affirmed.

3/29/90	Notice of Appeal by plaintiff/appellant of Memorandum Opinion and Order entered 2-27-90

UNITED STATES COURT OF APPEALS

FOR THE TENTH CIRCUIT

Elliott Johnson, Trustee, Plaintiff-Appellant, vs.
William Barnhill, Defendant-Appellee
No. 90-2065

5/8/90	Appellant's Opening Brief
6/11/90	Appellee's Answer Brief
6/25/90	Appellant's Reply Brief
4/30/91	Opinion and Order reversing the judgment of the United States District Court for the District of New Mexico

RELEVANT PLEADINGS

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEW MEXICO

IN RE:	)	
ALAN J. and MARY FRANCES ANTWEIL,	)	
Debtors.	)	No. 11-86-00254 MA
IN RE:	)	
HOBBS PIPE AND SUPPLY, a general partnership,	)	
Debtor.	)	No. 11-86-00255 MA
IN RE:	)	
MORRIS R. ANTWEIL,	)	
Debtor.	)	No. 11-86-00257 MA

ELLIOTT JOHNSON, Trustee,	)	ALL DOCUMENTS
Plaintiff,	)	REGARDING THIS
	)	MATTER MUST BE
vs.	)	IDENTIFIED BY
	)	BOTH ADVERSARY
WILLIAM BARNHILL, BRAVO ENERGY, INC., the Estate of MURRAY M. CASH, and the Estate of SOL LITT, IV,	)	AND BANKRUPTCY
	)	CASE NUMBERS.
	)	
	)	
Defendants.	)	Adversary Proceeding
	)	No. 88-0136M

COMPLAINT TO RECOVER PREFERENTIAL TRANSFERS

(Filed May 12, 1988)

COMES NOW Elliott Johnson, the Court-appointed Chapter 11 Trustee (hereinafter "Trustee") for the above-captioned bankruptcy estates and files this adversary proceeding pursuant to §547(b) of Title 11, United States Code, and Rule 7001, Rules of Bankruptcy Procedure, and states the following:

General Allegations

1. On February 18, 1986, the Debtors filed voluntary petitions for relief thereby commencing the Chapter 11 proceedings. On May 15, 1986, Elliott Johnson was appointed as the Chapter 11 Trustee.

2. Jurisdiction herein is based upon 28 USC §1334(b) in that this case arises under Title 11, United States Code. This proceeding is a "core" proceeding under 28 USC §157(b)(2)(F) and relates to the above-captioned bankruptcy cases.

COUNT I

Against William Barnhill

3. The Trustee realleges each and every allegation made or contained in the general allegations as set forth above.

4. Defendant William Barnhill is a resident of the State of New Mexico.

5. On November 19, 1985, which is within 90 days of the date of the Petitioners having filed their voluntary petitions in bankruptcy herein, the Debtors herein, a/k/a Antweil Oil Company, transferred certain of its property to and for the benefit of the Defendant William Barnhill to pay an antecedent debt.

6. Such transfer was made when the Defendant William Barnhill received payment from Antweil Oil Company for past due invoices. Antweil Oil Company made payment by check dated November 19, 1985, in the amount of $157,148.22. A copy of said check is attached here as Exhibit A. Said copy was made pursuant to a settlement agreement reached by Debtors and Mr. Barnhill.

7. Such transfer was made while the Debtor was insolvent.

8. By virtue of such transfer, Defendant William Barnhill has recovered more than he would receive otherwise as a Creditor of a bankruptcy case if:

a. The Bankruptcy Code was a Chapter 7 case under Title 11 United States Code,

b. The transfer had not been made, and

c. Defendant William Barnhill received payment of his debt to the extent provided for the under provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against the Defendant William Barnhill to:

a. Void the transfer to Defendant William Barnhill described herein; and

b. Against Defendant William Barnhill for $157,148.22, the amount of the preferential transfer; and

c. For Plaintiff's costs in this action and for such other and further relief as the Court deems just and proper.

COUNT II
Against Bravo Energy Company

9. The Trustee realleges each and every allegation made and contained in Paragraphs 1 and 2 as so fully set forth herein.

10. Defendant Bravo Energy, Inc., is a corporation doing business in Hobbs, New Mexico.

11. On or about December 26 and 27, 1985, which is within 90 days of the date of the Debtors having filed their voluntary petitions for bankruptcy herein, certain property of the Debtors was transferred to and for the benefit of the Defendant Bravo Energy in order to pay an antecedent debt.

12. Such transfer was made when Defendant Bravo Energy received payments as follows:

a.	12/26/85	$80,341.76
b.	12/27/85	12,694.46
	Total	$93,036.22

Copies of said checks are attached hereto as Exhibits B and C, respectively.

13. Such transfer was made while the Debtors were insolvent.

14. By virtue of such transfer, Defendant Bravo Energy will recover more than it would otherwise receive as a Creditor of the bankruptcy estate if:

a. The Bankruptcy Codes were a Chapter 7 case under Title 11 of the United States Code,

b. The transfer had not been made, and

c. Defendant Bravo Energy received payment of his debt to the

extent provided by the provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against Defendant Bravo Energy:

a. Voiding the transfer to Defendant described herein;

b. Against Defendant Bravo Energy for $93,036.22, the amount of the preferential transfer; and

c. For Plaintiff's costs in this action and for such other and further relief as the Court deems just and proper.

COUNT III

Against the Estate of Murray M. Cash

15. The Estate of Murray M. Cash is now pending in the State of Oklahoma and its legal counsel is Rosenstein, Fist & Ringold (John E. Howland) who are attorneys practicing in Tulsa, Oklahoma.

16. On or about January 30, 1986, the Debtors transferred certain of their property to and for the benefit of

the Defendant Estate of Murray M. Cash on account of an antecedent debt.

17. Such transfer was made when Defendant Estate of Murray M. Cash received payment by check dated January 1, 1986, in the amount of $51,397.07. Said check was issued by Antweil Oil Company. A copy of such check is attached hereto as Exhibit D.

18. Such transfer was made while the Debtors were insolvent.

19. Such transfer would enable the Defendant Estate of Murray M. Cash to recover more than it would otherwise receive as a Creditor of the bankruptcy estate if:

a. The bankruptcies were cases under Chapter 7 of Title 11, United State Code;

b. The transfers had not been made; and

c. Defendant Estate of Murray M. Cash received payment of its debt to the extent provided for by the provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against the Defendant Estate of Murray M. Cash:

a. Voiding the transfer to Defendant Estate of Murray M. Cash described herein;

b. Against Defendant Estate of Murray M. Cash for $51,397.07, the amount of the preferential transfer; and

c. For Plaintiff's costs in this action and for such other and further relief as the Court deems just and proper.

COUNT IV
Against the Estate of Sol Litt, IV

20. The Trustee realleges each and every allegation made in Paragraphs 1 and 2 above, as if the same were set forth herein.

21. The Estate of Sol Litt, IV, is now pending in the State of Texas and its legal counsel is Cas Tabor.

22. On or about November 19, 1985, which is within 90 days of the date of the filing of the voluntary petition for bankruptcies herein, the Debtors transferred certain of their property to and for the benefit of the Defendant Estate of Sol Litt, IV, on account of an antecedent debt.

23. Such transfer was made when Defendant Estate of Sol Litt, IV, received payment from Antweil Oil Company for past due oil runs. Antweil Oil Company made payment to Defendant Estate of Sol Litt, IV, by check in the amount of $6,039.00.

24. Such transfer was made while the Debtors were insolvent.

25. Such transfer will enable Defendant Estate of Sol Litt, IV, to recover more than he would have received as a Creditor of the bankruptcy estates if:

a. For a bankruptcy case under Chapter 7 of Title 11, United States code;

b. The transfer had not been made; and

c. Defendant Estate of Sol Litt, IV, had received payment of its debt to the extent provided for by the provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against Defendant Estate of Sol Litt, IV:

a. Voiding the transfer to Defendant Estate of Sol Litt, IV, described herein;

b. Against Defendant Estate of Sol Litt, IV, for $6,039.00, the amount of the preferential transfer; and

c. For Plaintiff's cost in this action and for such other and further relief as the Court may deem just and proper.

HINKLE, COX, EATON, COFFIELD
& HENSLEY

By Nancy S. Cusack
Nancy S. Cusack
William P. Johnson
P. 0. Box 10
Roswell, New Mexico 88201
(505) 622-6510

Attorneys for Elliott Johnson, Trustee

EXHIBIT A

ANTWEIL OIL COMPANY
P.O. BOX 2010
HOBBS, NEW MEXICO 88240

FIRST NATIONAL BANK
ALBUQUERQUE, NEW MEXICO
95-27
1070

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK
	11-19-85	**$157,148.22

PAY TO THE ORDER OF:

William Barnhill

1001131107 ANTWEIL OIL COMPANY
OIL AND GAS ACCOUNT

By

"013089" :107000275: 19151095 1" "00157148 22"

95-93 PAY ANY BK. BKR. OR TR. CO.
95-93 UNITED NM. ALBUQUERQUE

UNITED
NEW MEXICO
BANK AT
ROSWELL, N.A.
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95-27

ALBUQUERQUE, NM

For Deposit Only
ANTWEIL OIL COMPANY

By

BEST AVAILABLE COPY

EXHIBIT B

ANTWEIL OIL COMPANY
P.O. BOX 2010
HOBBS, NEW MEXICO 88240

FIRST NATIONAL BANK
ALBUQUERQUE, NEW MEXICO
95-27
1070

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK
	12-26-85	$80,341.76

PAY TO THE ORDER OF:

BRAVO ENERGY

ANTWEIL OIL COMPANY
OIL AND GAS ACCOUNT

200213492

⑈013107⑈ ⑆107000275⑆ 19151095⑈ ⑈00080341 76⑈

95-93 UNITED NATIONAL BUSINESS

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UNITED BANK OF LEA COUNTY
HOBBS, NEW MEXICO
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PAY ANY BANK D.D.
FIRST NATIONAL BANK
ALBUQUERQUE, NM
6-27

BEST AVAILABLE COPY

EXHIBIT C

ANTWEIL OIL COMPANY
P.O. BOX 2010
HOBBS, NEW MEXICO 88240

FIRST NATIONAL BANK
ALBUQUERQUE, NEW MEXICO
95-27
1070

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK
35251	12/27/85	***$12,694.46***

PAY TO THE ORDER OF:

Bravo Energy Inc.
A New Mexico Corp.
P. O. Box 758
Hobbs, NM 88241

ANTWEIL OIL COMPANY
OIL AND GAS ACCOUNT

200866082

By

⑈013117⑈ ⑆107000275⑆ 69151095⑈ ⑈0001269446⑈

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PAY ANY BANK P.E.B.
FIRST NATIONAL BANK
ALBUQUERQUE, NM

95-27

FOR DEPOSIT ONLY
UNITED BANK OF LEA COUNTY
HOBBS, NEW MEXICO
BRAVO ENERGY, INC.

BEST AVAILABLE COPY

EXHIBIT D

ANTWEIL OIL COMPANY
P.O. BOX 2010
HOBBS, NEW MEXICO 88240

FIRST NATIONAL BANK
HOBBS, NEW MEXICO
99-199
1122

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK
35326	1/30/86	***51,397.07*

11838008?

PAY TO THE ORDER OF:

ESTATE OF MURRAY M CASH
3109 SOUTH ATLANTA
TULSA, OK 74105

ANTWEIL OIL COMPANY
OIL AND GAS ACCOUNT

By _____

VOID AFTER 6 MOS.

⑈031844⑈ ⑆112201991⑆ 0103 809 5⑈01 ⑈0005139707⑈

Approved Only
Murray M. Cash, ESTATE
7000 SVIN

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MEMPHIS, TENNESSEE
P.E.G. PAY ANY BANK

FB 86 14
PAY ANY BANK P.E.G.
FIRST CITY
NATIONAL BANK
OF EL PASO

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

In re:	)	
	)	
ALAN J. and MARY FRANCES ANTWEIL,	)	
Debtors,	)	No. 11-86-00254 MA
In re:	)	
	)	
HOBBS PIPE AND SUPPLY, a general partnership,	)	
	)	
Debtor,	)	No. 11-86-00255 MA
In re:	)	
	)	
MORRIS R. ANTWEIL,	)	
	)	
Debtor.	)	
	)	No. 11-86-00257 MA

ELLIOT JOHNSON, Trustee,	)	
	)	
Plaintiff,	)	
	)	Adversary Proceeding No. 88-0136 M
vs.	)	
	)	
WILLIAM BARNHILL, BRAVO ENERGY, INC., the Estate of MURRAY M. CASH, and the Estate of SOL LITT, IV,	)	
	)	
Defendants.	)	

MOTION TO DISMISS

(Filed June 17, 1988)

COMES, NOW, Defendant William Barnhill (hereinafter referred to as "Defendant Barnhill"), by and through

his attorneys, Francis & Arland, P.A., by William J. Arland, III, and moves this Court to enter its order dismissing this action as against him, and as grounds therefore states:

1. The Complaint to Recover Preferential Transfers (hereinafter referred to as "Complaint") fails to state a claim upon which relief can be granted and Defendant Barnhill is entitled to dismissal of Plaintiff's Complaint, with prejudice, as a matter of law.

2. This Court lacks subject matter jurisdiction over the property in question to hear this case.

3. Counsel for Defendant Barnhill has made numerous attempts to contact counsel for Plaintiff telephonically to secure counsel's consent or objection to this Motion, but to date has been unable to do so. However, it is reasonably believed that counsel for Plaintiff will oppose this Motion to Dismiss.

WHEREFORE, Defendant William Barnhill requests this Court enter its order dismissing Plaintiff's Complaint to Recover Preferential Transfers, with prejudice, as against him, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

FRANCIS & ARLAND, P.A.

BY /s/ William J. Arland, III
WILLIAM J. ARLAND, III
Attorneys for Defendant
William Barnhill
Post Office Box 25267
Albuquerque, New Mexico
87125-5267
Telephone: (505) 247-3651

Certificate of Service

We hereby certify that true and correct copy of the foregoing pleading was mailed, by First Class, U.S. Mail, postage prepaid, this 17th day of June, 1988, to the following:

Nancy S. Cusack
Attorney for Trustee
Post Office Box 10
Roswell, New Mexico 88201

John M. Caraway, Esq.
Attorney at Law
Post Office Box 1718
Carlsbad, New Mexico 88220

P. Diane Webb, Esq.
Office of the United States Trustee
Post Office Box 608
Albuquerque, New Mexico 87103

FRANCIS & ARLAND, P.A.

By /s/ William J. Arland, III
WILLIAM J. ARLAND, III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

In re:	)	
ALAN J. and MARY FRANCES ANTWEIL, Debtors,	)	No. 11-86-00254 MA
In re:	)	
HOBBS PIPE AND SUPPLY, a general partnership, Debtor,	)	No. 11-86-00255 MA
In re:	)	
MORRIS R. ANTWEIL, Debtor.	)	No. 11-86-00257 MA

ELLIOT JOHNSON, Trustee, Plaintiff,	)	Adversary Proceeding
vs.	)	No. 88-0136 M
WILLIAM BARNHILL, BRAVO ENERGY, INC., and GOLDIE CASH, as PERSONAL REPRESENTATIVE for the ESTATE OF MURRAY M. CASH, Defendants.	)	

FIRST AMENDED COMPLAINT TO RECOVER PREFERENTIAL TRANSFERS

(Filed Oct. 6, 1988)

COMES NOW Elliott Johnson, the Court-appointed Chapter 11 Trustee (hereinafter "Trustee") and pursuant to this Court's oral ruling of September 27, 1988 authorizing the Trustee to file this Amended Complaint naming as a Defendant Goldie Cash, as Personal Representative of the Estate of Murray Cash, files this amended adversary proceeding pursuant to §547(b) of Title 11, United States Code, and Rule 7001, Rules of Bankruptcy Procedure, and states the following:

General Allegations

1. On February 18, 1986, the Debtors filed voluntary petitions for relief thereby commencing the Chapter 11 proceedings. On May 15, 1986, Elliott Johnson was appointed as the Chapter 11 Trustee.

2. Jurisdiction herein is based upon 28 USC §1334(b) in that this case arises under Title 11, United States Code. This proceeding is a "core" proceeding under 28 USC §157(b) (2) (F) and relates to the above-captioned bankruptcy cases.

COUNT I
Against William Barnhill

3. The Trustee realleges each and every allegation made or contained in the general allegations as set forth above.

4. Defendant William Barnhill is a resident of the State of New Mexico.

5. On November 19, 1985, which is within 90 days of the date of the Petitioners having filed their voluntary petitions in bankruptcy herein, the Debtors herein, a/k/a Antweil Oil Company, transferred certain of its property to and for the benefit of the Defendant William Barnhill to pay an antecedent debt.

6. Such transfer was made when the Defendant William Barnhill received payment from Antweil Oil Company for past due invoices. Antweil Oil Company made payment by check dated November 19, 1985, in the amount of $157,148.22. A copy of said check is attached here as Exhibit A. Said copy was made pursuant to a settlement agreement reached by Debtors and Mr. Barnhill.

7. Such transfer was made while the Debtor was insolvent.

8. By virtue of such transfer, Defendant William Barnhill has recovered more than he would receive otherwise as a Creditor of a bankruptcy case if:

a. The Bankruptcy Code was a Chapter 7 case under Title 11 United States Code,

b. The transfer had not been made, and

c. Defendant William Barnhill received payment of his debt to the extent provided for the under provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against the Defendant William Barnhill to:

a. Void the transfer to Defendant William Barnhill described herein; and

b. Against Defendant William Barnhill for $157,148.22, the amount of the preferential transfer; and

c. For Plaintiff's costs in this action and for such other and further relief as the Court deems just and proper.

COUNT II

Against Bravo Energy Company

9. The Trustee realleges each and every allegation made and contained in Paragraphs 1 and 2 as so fully set forth herein.

10. Defendant Bravo Energy, Inc., is a corporation doing business in Hobbs, New Mexico.

11. On or about December 26 and 27, 1985, which is within 90 days of the date of the Debtors having filed their voluntary petitions for bankruptcy herein, certain property of the Debtors was transferred to and for the benefit of the Defendant Bravo Energy in order to pay an antecedent debt.

12. Such transfer was made when Defendant Bravo Energy received payments as follows:

a.	12/26/85	$80,341.76
b.	12/27/85	12,694.46
	Total	$93,036.22

Copies of said checks are attached hereto as Exhibits B and C, respectively.

13. Such transfer was made while the Debtors were insolvent.

14. By virtue of such transfer, Defendant Bravo Energy will recover more than it would otherwise receive as a Creditor of the bankruptcy estate if:

a. The Bankruptcy Codes were a Chapter 7 case under Title 11 of the United States Code,

b. The transfer had not been made, and

c. Defendant Bravo Energy received payment of his debt to the extent provided by the provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against Defendant Bravo Energy:

a. Voiding the transfer to Defendant described herein;

b. Against Defendant Bravo Energy for $93,036.22, the amount of the preferential transfer; and

c. For Plaintiff's costs in this action and for such other and further relief as the Court deems just and proper.

COUNT III
Against Goldie Cash, as Personal Representative of the Estate of Murray M. Cash

15. Goldie Cash, Personal Representative of the Estate of Murray Cash, is a resident of Tulsa County, Oklahoma. The Trustee is informed and believes that the Estate of Murray M. Cash is being administered in the

State of Oklahoma and its legal counsel is Rosenstein, Fist & Ringold (John E. Howland) who are attorneys practicing in Tulsa, Oklahoma.

16. On or about January 30, 1986, the Debtors transferred certain of their property to and for the benefit of the Defendant Estate of Murray M. Cash on account of an antecedent debt.

17. Such transfer was made when the Estate of Murray M. Cash received payment by check dated January 1, 1986, in the amount of $51,397.07. Said check was issued by Antweil Oil Company. A copy of such check is attached hereto as Exhibit D.

18. Such transfer was made while the Debtors were insolvent.

19. Such transfer would enable the Estate of Murray M. Cash to recover more than it would otherwise receive as a Creditor of the bankruptcy estate if:

a. The bankruptcies were cases under Chapter 7 of Title 11, United State Code;

b. The transfers had not been made; and

c. The Estate of Murray M. Cash received payment of its debt to the extent provided for by the provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against Goldie Cash, as Personal Representative of the Estate of Murray M. Cash:

a. Voiding the transfer to the Estate of Murray M. Cash described herein;

b. Against the Estate of Murray M. Cash for $51,397.07, the amount of the preferential transfer; and

c. For Plaintiff's costs in this action and for such other and further relief as the Court deems just and proper.

HINKLE, COX, EATON,
COFFIELD & HENSLEY

By /s/ Andrew J. Cloutier

Nancy S. Cusack
William P. Johnson
Andrew J. Cloutier
P. O. Box 10
Roswell, New Mexico
88201
(505) 622-6510

Attorneys for Elliott
Johnson, Trustee

EXHIBIT A

ANTWEIL OIL COMPANY
P.O. BOX 2010
HOBBS, NEW MEXICO 88240

FIRST NATIONAL BANK
ALBUQUERQUE, NEW MEXICO
95-27
1070

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK
	11-19-85	**$157,148.22

PAY TO THE ORDER OF:

William Barnhill

1001211107
ANTWEIL OIL COMPANY
OIL AND GAS ACCOUNT

"013089" :107000275: 19151095 1" "00157148 22"

For Deposit Only
TEXAS OIL COMPANY

95-93 PAY ANY BK. BKR. OR TR. CO.
95-93 UNITED NM. ALBUQUERQUE
ENDORSEMENTS IN THIS BOX MUST NOT EXCEED 1½" IN HEIGHT

UNITED
NEW MEXICO
BANK AT
ROSWELL, N.A.

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$5.27

ALBUQUERQUE, NM

B326 0 8 7 2

BEST AVAILABLE COPY

EXHIBIT B

ANTWEIL OIL COMPANY
P.O. BOX 2010
HOBBS, NEW MEXICO 88240

FIRST NATIONAL BANK
ALBUQUERQUE, NEW MEXICO
95-27
1070

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK
	12-26-85	$80,341.76

PAY TO THE ORDER OF:

BRAVO ENERGY

ANTWEIL OIL COMPANY
OIL AND GAS ACCOUNT

200213492

⑈013107⑈ ⑆107000275⑆ 19151095⑈ ⑈00080341 76⑈

95-93 UNITED NM ALBUQUERQUE

PAID
DEC 26 85
UNITED BANK OF LEA COUNTY
HOBBS, NEW MEXICO
95-199 95-199

DE 05 27

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EXHIBIT C

ANTWEIL OIL COMPANY
P.O. BOX 2010
HOBBS, NEW MEXICO 88240

FIRST NATIONAL BANK
ALBUQUERQUE, NEW MEXICO
95-27
1070

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK
35251	12/27/85	***$12,694.46***

PAY TO THE ORDER OF:

Bravo Energy Inc.
A New Mexico Corp.
P. O. Box 758
Hobbs, NM 88241

ANTWEIL OIL COMPANY
OIL AND GAS ACCOUNT

By

⑈013117⑈ ⑆107000275⑆ 19151095⑆ ⑈0001269446⑈

95-93 UNITED NM ALBUQUERQUE
0086 30000928 12-30-85 200866082

DE 85 31

PAY ANY BANK C.S.D.
FIRST NATIONAL BANK
ALBUQUERQUE, NM

95-27

FOR DEPOSIT ONLY
ANTWEIL OIL CO.
HOBBS, NEW MEXICO
BRAVO ENERGY, INC.

BEST AVAILABLE COPY

EXHIBIT D

ANTWEIL OIL COMPANY
P.O. BOX 2010
HOBBS, NEW MEXICO 88240

FIRST NATIONAL BANK
HOBBS, NEW MEXICO
99-199
1122

CHECK NO.	DATE OF CHECK	AMOUNT OF CHECK
35326	1/30/86	***51,397.07*

1122801991

PAY TO THE ORDER OF:

ESTATE OF MURRAY M CASH
3109 SOUTH ATLANTA
TULSA, OK 74105

ANTWEIL OIL COMPANY
OIL AND GAS ACCOUNT

By _____

VOID AFTER 6 MOS.

"031844" :1122019911: 0103 809 5"01 "0005139707"

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW MEXICO

IN RE:	)	
	)	
ALAN J. and MARY FRANCES ANTWEIL, husband and wife,	)	No. 11-86-00254 MA
	)	Chapter 11
	)	
Debtors.	)	JOINTLY
IN RE:	)	ADMINISTERED WITH
	)	
HOBBS PIPE AND SUPPLY, a general partnership,	)	No. 11-86-00255 MA
	)	Chapter 11
Debtor.	)	
	)	
IN RE:	)	
	)	
MORRIS R. ANTWEIL,	)	No. 11-86-00257 MA
	)	Chapter 11
Debtor.	)	
	)	
ELLIOTT JOHNSON, Trustee,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Adversary No.
	)	88-0136M
WILLIAM BARNHILL, BRAVO ENERGY, INC., and GOLDIE CASH, as Personal Representative of the ESTATE OF MURRAY M. CASH,	)	
	)	
	)	
	)	
	)	
Defendants.	)	

MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT TO RECOVER PREFERENTIAL TRANSFERS

(Filed Oct. 11, 1988)

COMES NOW the Plaintiff, Elliott Johnson, Trustee ("Trustee"), by and through his attorneys of record, and hereby respectfully request that this Court grant him leave to amend his Complaint to recover Preferential Transfers and as grounds therefore will show this Court as follows:

1. In light of the recent controversy surrounding the date of the alleged preferential transfer to Defendant William Barnhill, the Trustee has recently re-examined evidence in his possession that he believes provides a basis to assert an alternative claim against the Defendant Barnhill that the transfer occurred on November 20, 1985. The Trustee was not aware of this claim when he filed the Complaint. The Trustee did not alter, in any way, his claims against the other two Defendants.

2. Bankruptcy Rule of Procedure 7015 states that Federal Rule of Civil Procedure 15 shall apply to adversary proceedings arising under the Bankruptcy Code.

3. Federal Rule of Civil Procedure 15(a) states that leave to amend "shall be freely given when justice so requires."

4. The Trustee should be allowed to amend its complaint to assert all claims that it has against the Defendant Barnhill in order to protect the Estate. The Estate will be unduly prejudiced if it is not allowed to amend its complaint.

5. A Memorandum in Support of this Motion is submitted concurrently herewith.

6. A copy of the proposed Second Amended Complaint to Recover Preferential Transfers is attached hereto as Exhibit "A".

7. No Defendant hereto will be unduly prejudiced by this Court granting the Trustee leave to amend his Complaint.

8. Pursuant to Local Rules, counsel for the Trustee attempted to obtain the consent of counsel for Defendant Barnhill and he was not available, counsel for the Trustee assumes that Defendant Barnhill will oppose this Motion. Counsel for other Defendants were not contacted since their clients are unaffected by this Motion.

WHEREFORE, Elliott Johnson, Trustee, respectfully requests that this Court grant him leave to file his Second Amended Complaint to Recover Preferential Transfers and for such other and further relief as the Court deems just and proper.

HINKLE, COX, EATON, COFFIELD & HENSLEY

By /s/ Andrew J. Cloutier
Nancy S. Cusack
William P. Johnson
Andrew J. Cloutier
P.O. Box 10
Roswell, New Mexico 88202
(505) 622-6510

CERTIFICATE OF SERVICE

We hereby certify that a copy of the foregoing Motion for Leave to File First Amended Complaint was mailed, via first class mail, postage prepaid, to all counsel for Defendants this 7th day of October, 1988.

/s/ Andrew J. Cloutier
Nancy S. Cusack
William P. Johnson
Andrew J. Cloutier

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

IN RE:	)	
ALAN J. and MARY FRANCES ANTWEIL,	)	
Debtors.	)	No. 11-86-00254 MA
IN RE:	)	
HOBBS PIPE AND SUPPLY, a general partnership,	)	
Debtor.	)	No. 11-86-00255 MA
IN RE:	)	
MORRIS R. ANTWEIL,	)	
Debtor.	)	No. 11-86-00257 MA

ELLIOTT JOHNSON, Trustee,	)	
Plaintiff,	)	
vs.	)	
WILLIAM BARNHILL, BRAVO ENERGY, INC., and GOLDIE CASH, as Personal Representative of the Estate of Murray Cash,	)	
Defendants.	)	Adversary Proceeding No. 88-0136M

SECOND AMENDED COMPLAINT TO RECOVER PREFERENTIAL TRANSFERS

(Filed Oct. 11, 1988)

COMES NOW Elliott Johnson, the Court-appointed Chapter 11 Trustee (hereinafter "Trustee") for the above-captioned bankruptcy estates and files this amended adversary proceeding pursuant to §547(b) of Title 11, United States Code, and Rule 7001, Rules of Bankruptcy Procedure, and states the following:

General Allegations

1. On February 18, 1986, the Debtors filed voluntary petitions for relief thereby commencing the Chapter 11 proceedings. On May 15, 1986, Elliott Johnson was appointed as the Chapter 11 Trustee.

2. Jurisdiction herein is based upon 28 USC §1334(b) in that this case arises under Title 11, United States Code. This proceeding is a "core" proceeding under 28 USC §157(b)(2)(F) and relates to the above-captioned bankruptcy cases.

COUNT I
Against William Barnhill

3. The Trustee realleges each and every allegation made or contained in the general allegations as set forth above.

4. Defendant William Barnhill is a resident of the State of New Mexico.

5. On November 19, 1985, which is within 90 days of the date of the Petitioners having filed their voluntary petitions in bankruptcy herein, the Debtors herein, a/k/a Antweil Oil Company, transferred certain of its property to and for the benefit of the Defendant William Barnhill to pay an antecedent debt.

6. Such transfer was made when the Defendant William Barnhill received payment from Antweil Oil Company for past due invoices. Antweil Oil Company made payment by check dated November 19, 1985, in the amount of $157,148.22. A copy of said check is attached here as Exhibit A. Said transfer was made pursuant to a settlement agreement reached by Debtors and Mr. Barnhill.

7. Alternatively, the transfer from Debtors to William Barnhill was made on November 20, 1985. On information and belief, the Trustee states that the check attached hereto as Exhibit A was delivered to William Barnhill and/or his agents on November 18, 1985, said check was postdated to November 19, 1985, and said check was honored by the drawee on November 20, 1985.

8. Such transfer was made while the Debtor was insolvent.

9. By virtue of such transfer, Defendant William Barnhill has recovered more than he would receive otherwise as a Creditor of a bankruptcy case if:

a. The Bankruptcy Code was a Chapter 7 case under Title 11 United States Code,

b. The transfer had not been made, and

c. Defendant William Barnhill received payment of his debt to the extent provided for the under provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against the Defendant William Barnhill to:

a. Void the transfer to Defendant William Barnhill described herein; and

b. Against Defendant William Barnhill for $157,148.22, the amount of the preferential transfer; and

c. For Plaintiff's costs in this action and for such other and further relief as the Court deems just and proper.

COUNT II
Against Bravo Energy Company

10. The Trustee realleges each and every allegation made and contained in Paragraphs 1 and 2 as so fully set forth herein.

11. Defendant Bravo Energy, Inc., is a corporation doing business in Hobbs, New Mexico.

12. On or about December 26 and 27, 1985, which is within 90 days of the date of the Debtors having filed their voluntary petitions for bankruptcy herein, certain property of the Debtors was transferred to and for the benefit of the Defendant Bravo Energy in order to pay an antecedent debt.

13. Such transfer was made when Defendant Bravo Energy received payments as follows:

a.	12/26/85	$80,341.76
b.	12/27/85	12,694.46
	Total	$93,036.22

Copies of said checks are attached hereto as Exhibits B and C, respectively.

14. Such transfer was made while the Debtors were insolvent.

15. By virtue of such transfer, Defendant Bravo Energy will recover more than it would otherwise receive as a Creditor of the bankruptcy estate if:

a. The Bankruptcy Codes were a Chapter 7 case under Title 11 of the United States Code,

b. The transfer had not been made, and

c. Defendant Bravo Energy received payment of his debt to the

extent provided by the provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against Defendant Bravo Energy:

a. Voiding the transfer to Defendant described herein;

b. Against Defendant Bravo Energy for $93,036.22, the amount of the preferential transfer; and

c. For Plaintiff's costs in this action and for such other and further relief as the Court deems just and proper.

COUNT III

Against Goldie Cash, as Personal Representative of the Estate of Murray M. Cash

16. Goldie Cash, Personal Representative of the Estate of Murray Cash, is a resident of Tulsa County, Oklahoma. The Trustee is informed and believes that the Estate of Murray M. Cash is now pending in the State of Oklahoma and its legal counsel is Rosenstein, Fist & Ringold (John E. Howland) who are attorneys practicing in Tulsa, Oklahoma.

17. On or about January 30, 1986, the Debtors transferred certain of their property to and for the benefit of the Defendant Estate of Murray M. Cash on account of an antecedent debt.

18. Such transfer was made when the Estate of Murray M. Cash received payment by check dated January 1, 1986, in the amount of $51,397.07. Said check was issued by Antweil Oil Company. A copy of such check is attached hereto as Exhibit D.

19. Such transfer was made while the Debtors were insolvent.

20. Such transfer would enable the Defendant Estate of Murray M. Cash to recover more than it would otherwise receive as a Creditor of the bankruptcy estate if:

a. The bankruptcies were cases under Chapter 7 of Title 11, United State Code;

b. The transfers had not been made; and

c. The Estate of Murray M. Cash received payment of its debt to the extent provided for by the provisions of Title 11.

WHEREFORE, Plaintiff prays for judgment against the Defendant Goldie Cash, as Personal Representative of the Estate of Murray M. Cash:

a. Voiding the transfer to the Estate of Murray M. Cash described herein;

b. Against the Estate of Murray M. Cash for $51,397.07, the amount of the preferential transfer; and

c. For Plaintiff's costs in this action and for such other and further relief as the Court deems just and proper.

HINKLE, COX, EATON, COFFIELD
& HENSLEY

By /s/ Andrew J. Cloutier
Nancy S. Cusack
William P. Johnson
Andrew J. Cloutier
P.O. Box 10
Roswell, New Mexico 88201
(505) 622-6510

Attorneys for Elliott Johnson, Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

In Re:	)	
ALAN J. and MARY FRANCES ANTWEIL, husband and wife,	)	
Debtors.	)	No. 11-86-00254 MA
In Re:	)	
HOBBS PIPE AND SUPPLY, a general partnership,	)	
Debtor.	)	No. 11-86-00255 MA
In Re:	)	
MORRIS R. ANTWEIL,	)	
Debtor.	)	No. 11-86-00257 MA

ELLIOTT JOHNSON, Trustee,	)	
Plaintiff,	)	
vs.	)	
WILLIAM BARNHILL, BRAVO ENERGY, INC., and GOLDIE CASH, as PERSONAL ESTATE OF MURRAY M. CASH,	)	
Defendants.	)	Adversary Proceeding No. 88-0136M

OBJECTION TO MOTION FOR LEAVE TO FILE SECOND AMENDED COMPLAINT TO RECOVER PREFERENTIAL TRANSFERS

(Filed Oct. 13, 1988)

COMES NOW Defendant William Barnhill, by and through his attorneys, Butt, Thornton & Baehr, P.C., by William J. Arland, III, and hereby objects to Plaintiff's Motion for Leave to File Second Amended Complaint to Recover Preferential Transfers, and as grounds therefore states as follows:

1. It is clear from the Complaint, First Amended Complaint and proposed Second Amended Complaint, that the alleged transfer of funds to Defendant Barnhill occurred on November 18, 1985 or November 19, 1985.

2. Whether or not the funds were transferred on November 18, 1985 or November 19, 1985, such transfer cannot be avoided by the Plaintiff.

3. Defendant Barnhill will be unduly prejudiced by this Court granting the Plaintiff leave to file this Second Amended Complaint in that a Motion to Dismiss the Complaint was filed on June 17, 1988, and a hearing on that portion occurred in September, 1988. Briefs have been filed in this matter and it is presently pending before this Court. The Motion is premature and will remain so until the Court decides Defendant's Motion to Dismiss.

4. A Memorandum in Support of this Objection is submitted concurrently herewith.

WHEREFORE, Defendant William Barnhill respectfully requests that this Court deny Plaintiff Elliott Johnson leave to file his Second Amended Complaint, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

BUTT, THORNTON & BAEHR, P.C.

By /s/ William J. Arland, III
WILLIAM J. ARLAND, III
Attorneys for Defendant Barnhill
Post Office Box 25267
Albuquerque, New Mexico 87125-5267
Telephone: (505) 247-3651

Certificate of Service

We hereby certify that a true and correct copy of the foregoing pleading was mailed, by First Class, U.S. Mail, postage prepaid, this 13th day of October, 1988, to the following:

Nancy S. Cusack, Esq.
Attorney for Trustee/Plaintiff
Post Office Box 10
Roswell, New Mexico 88201

John M. Caraway, Esq.
Attorney at Law
Post Office Box 1718
Carlsbad, New Mexico 88220

Gail Gottlieb, Esq.
Sutin, Thayer & Browne, P.C.
Attorney for Defendant Cash Estate
Post Office Box 1945
Albuquerque, New Mexico 87103-1945

John E. Howland, Esq.
Attorney for Defendant Cash Estate
525 South Main, Suite 300
Tulsa, Oklahoma 74103

Edward D. Myers, Esq.
Jennie Deden Behles, J.D., P.A.
Attorneys for Litt Estate
Post Office Box 849
Albuquerque, New Mexico 87103-0849

P. Diane Webb, Esq.
Office of the United States Trustee
Post Office Box 608
Albuquerque, New Mexico 87103

BUTT, THORNTON & BAEHR, P.C.

By /s/ William J. Arland
WILLIAM J. ARLAND, III

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

In Re:	)	
ALAN J. and MARY FRANCES ANTWEIL, husband and wife,	)	No. 11-86-00254 MA
Debtors.	)	
In Re:	)	
HOBBS PIPE AND SUPPLY, a general partnership,	)	
Debtor.	)	No. 11-86-00255 MA
In Re:	)	
MORRIS R. ANTWEIL,	)	
Debtor.	)	No. 11-86-00257 MA

ELLIOTT JOHNSON, Trustee,	)	
Plaintiff,	)	
vs.	)	
WILLIAM BARNHILL, BRAVO ENERGY, INC., and GOLDIE CASH, as PERSONAL ESTATE OF MURRAY M. CASH,	)	
Defendants.	)	Adversary Proceeding No. 88-0136M

MOTION TO DISMISS
(Filed Oct. 13, 1988)

COMES NOW Defendant William Barnhill, (hereinafter referred to as "Defendant Barnhill") by and through his attorneys of record, Butt, Thornton & Baehr, P.C., by William J. Arland, III, and moves this Court to dismiss this action as against him, and as grounds therefore states:

1. The First Amended Complaint to Recover Preferential Transfers (hereinafter referred to as "First Amended Complaint") fails to state a claim upon which relief can be granted, and Defendant Barnhill is entitled to dismissal of Plaintiff's First Amended Complaint with prejudice, as a matter of law.

2. This Court lacks subject matter jurisdiction over the property in question to hear the case.

3. A Motion to Dismiss was filed by Defendant Barnhill in response to the original Complaint filed herein, and a Memorandum of Law in Support of the Motion to Dismiss the original Complaint was filed by Defendant Barnhill on October 11, 1988, pursuant to the Court's instructions. All arguments contained therein are incorporated in this Motion.

4. Counsel for Defendant Barnhill assumes that counsel for plaintiff will object to this Motion, since counsel for plaintiff objected to the very same motion to the original Complaint.

WHEREFORE, Defendant William Barnhill requests that this Court enter its order dismissing Plaintiff's First Amended Complaint to Recover Preferential Transfers

with prejudice against him, and for such other and further relief as this Court deems just and proper.

Respectfully submitted,

BUTT, THORNTON & BAEHR, P.C.

By /s/ Louise Gibson
WILLIAM J. ARLAND, III
Attorneys for Defendant William Barnhill
Post Office Box 25627
Albuquerque, New Mexico 87125-5627
(505) 247-3651

Certificate of Service

We hereby certify that a true and correct copy of the foregoing pleading was mailed, by First Class, U.S. Mail, postage prepaid, this 13th day of October, 1988, to the following:

Nancy S. Cusack, Esq.
Attorney for Trustee/Plaintiff
Post Office Box 10
Roswell, New Mexico 88201

John M. Caraway, Esq.
Attorney at Law
Post Office Box 1718
Carlsbad, New Mexico 88220

Gail Gottlieb,
Attorney for Defendant Cash Estate, Local
Post Office Box 1945
Albuquerque, New Mexico 87103-1945

John E. Howland,
Attorney for Defendant Cash Estate
525 South Main, Suite 300
Tulsa, Oklahoma 74103

P. Diane Webb, Esq.
Office of the United States Trustee
Post Office Box 608
Albuquerque, New Mexico 87103

BUTT, THORNTON & BAEHR, P.C.

By /s/ Louise Gibson
WILLIAM J. ARLAND, III

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

In re

ALAN J. ANTWEIL and MARY FRANCES ANTWEIL,
HOBBS PIPE AND SUPPLY, a general partnership,
MORRIS R. ANTWEIL,

Jointly administered under
No. 11-86-00254 M A

Debtors.

ELLIOTT JOHNSON, trustee,

Plaintiff,

v. Adversary 88-0136 M

WILLIAM BARNHILL, BRAVO ENERGY, INC., and
GOLDIE CASH as personal representative of
the Estate of Murray M. Cash,

Defendants.

ORDER DENYING PLAINTIFF'S MOTION
TO FILE A SECOND AMENDED COMPLAINT

(Filed March 1, 1989)

This matter came before the Court for hearing on plaintiff's motion to file a second amended complaint and the objection thereto filed by defendant Barnhill. For the reasons set forth in the memorandum opinion entered herewith,

IT IS ORDERED that plaintiff's motion to file a second amended complaint is hereby denied.

/s/ Mark B. McFeeley
MARK B. McFEELEY
United States
Bankruptcy Judge

I certify that on the above stamped date I mailed a copy of the above to:

Ms. Nancy S. Cusack
Mr. William P. Johnson
Attorneys at Law (plaintiff)
PO Box 10
Roswell, NM 88201

Mr. William J. Arland III
Attorney at Law (defendants Barnhill and Bravo)
PO Box 3170
Albuquerque, NM 87190

Ms. Gail Gottlieb
Attorney at Law (defendant Cash Estate, local)
PO Box 1945
Albuquerque, NM 87103-1945

Mr. John E. Howland
Attorney at Law (defendant Cash Estate)
525 South Main, Suite 300
Tulsa, OK 74103

/s/ Di N. Martinez
Dinah N. Martinez,
Deputy Clerk
(505) 766-1873

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW MEXICO

In re

ALAN J. ANTWEIL and MARY FRANCES ANTWEIL,
HOBBS PIPE AND SUPPLY, a general partnership,
MORRIS R. ANTWEIL,

Jointly administered under
No. 11-86-00254 M A

Debtors.

ELLIOTT JOHNSON, trustee,

Plaintiff,

v. Adversary 88-0136 M

WILLIAM BARNHILL, BRAVO ENERGY, INC., and
GOLDIE CASH as personal representative of
the Estate of Murray M. Cash,

Defendants.

ORDER DISMISSING DEFENDANT BARNHILL

(Filed Mar. 1, 1989)

This matter came before the Court on defendant Barnhill's motion to dismiss plaintiff's first amended complaint, filed October 13, 1988. On October 11, 1988 the plaintiff had filed a motion for leave to file a second amended complaint. The Court reserved ruling on Barnhill's motion pending resolution of plaintiff's motion to amend. By separate order entered herewith plaintiff's motion to amend has been denied. For the reasons set forth in the October 24, 1988 order in this case the Court now finds Barnhill's motion well taken.

IT IS ORDERED that defendant Barnhill's motion to dismiss is hereby granted.

/s/ Mark B. McFeeley
MARK B. McFEELEY
United States
Bankruptcy Judge

I certify that on the above stamped date I mailed a copy of the above to:

Ms. Nancy S. Cusack
Mr. William P. Johnson
Attorneys at Law (plaintiff)
PO Box 10
Roswell, NM 88201

Mr. William J. Arland III
Attorney at Law (defendants Barnhill and Bravo)
PO Box 3170
Albuquerque, NM 87190

Ms. Gail Gottlieb
Attorney at Law (defendant Cash Estate, local)
PO Box 1945
Albuquerque, NM 87103-1945

Mr. John E. Howland
Attorney at Law (defendant Cash Estate)
525 South Main, Suite 300
Tulsa, OK 74103

/s/ Di N. Martinez
Dinah N. Martinez,
Deputy Clerk
(505) 766-1873

DECISIONS SOUGHT TO BE REVIEWED

Elliott Johnson, Trustee vs. William Barnhill, et al. (In re Antweil), United States Court of Appeals for the Tenth Circuit, No. 90-2065 (April 30, 1991) ..... Reprinted in Appendix A to Petition for Writ of Certiorari, page 1a

Elliott Johnson vs. William Barnhill (In re Antweil), United States District Court for the District of New Mexico CIV No. 89-0316-JP (February 27, 1990) ..... Reprinted in Appendix B to Petition for Writ of Certiorari page 13a

Elliott Johnson, Trustee vs. William Barnhill, et al. (In re Antweil), United States Bankruptcy Court for the District of New Mexico No. 11-86-00254 MA, Adversary No. 88-0136 M (March 1, 1989) ..... Reprinted in Appendix C to Petition for Writ of Certiorari page 24a

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STATUTES INVOLVED

11 U.S.C. § 547 ..... Reprinted in Appendix D to Petition for Writ of Certiorari, page 29a

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